

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS

In re:	§	
	§	
WC 4th and Colorado, LP	§	Case No. 20-10881-tmd
	§	
Debtor.	§	(Chapter 11)
	§	
	§	

**DEBTOR'S APPLICATION FOR APPROVAL OF EMPLOYMENT OF  
COLUMBIA CONSULTING GROUP, PLLC AS THE  
FINANCIAL ADVISOR FOR THE DEBTOR-IN-POSSESSION**

**If you object to the relief requested, you must respond in writing, specifically answering each paragraph of this pleading. Unless otherwise directed by the court, you must file your response with the Clerk of the Bankruptcy Court within twenty-one (21) days from the date you were served with this pleading. You must serve of a copy of your response on the person who sent you the notice; otherwise, the Court may treat the pleading as unopposed and grant the relief requested**

TO THE HONORABLE TONY M. DAVIS, U.S. BANKRUPTCY JUDGE:

COMES NOW WC 4th and Colorado, LP (the "Debtor"), the debtor and debtor-in-possession in the above-styled bankruptcy case (the "Bankruptcy Case"), and files this *Debtor's Application for Approval of Employment of Columbia Consulting Group, PLLC as the Financial Advisor for the Debtor-in-Possession* (the "Application"), respectfully stating as follows:

**I. PROCEDURAL BACKGROUND**

1. On August 4, 2020 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, (the "Bankruptcy Code"), thereby initiating the Bankruptcy Case and creating its bankruptcy estate (the "Estate").

2. The Debtor continues to operate its businesses and to manage its Estate as a debtor-in-possession.

3. This Court has jurisdiction over the Bankruptcy Case and the subject matter of this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of this Motion is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of the Bankruptcy Case before this Court is appropriate under 28 U.S.C. §§ 1408 and 1409.

## **II. FACTUAL BACKGROUND**

4. The Debtor owns a real estate in Austin, Texas.

## **III. RELIEF REQUESTED**

5. Pursuant to this Application and the employment agreement between the Debtor and Columbia Consulting Group, PLLC (“CCG”), a true and correct copy of which is attached hereto as Exhibit “A” and is incorporated herein for all purposes, (the “Employment Agreement”) the Debtor requests authority to employ, CCG as its financial advisor to assist the Debtor with, among other things, securing financing. The Debtor has not previously requested authority to retain any other financial advisors in the Bankruptcy Case. Nevertheless, the Debtor reserves the right to request authority to retain other professionals if and when such need may arise given the developments in the Bankruptcy Case.

6. In support of this Application, attached hereto as Exhibit “B” is a true and correct copy of the *Declaration of Jeffrey A. Worley, CPA* (the “Declaration”), which is incorporated herein for all purposes.

### **A. BASIS OF SELECTION OF CCG**

7. The Debtor has selected CCG as its financial advisor because of CCG’s expertise in bankruptcy advisory services. The employment of CCG is appropriate and necessary to enable the Debtor to execute faithfully its duties and obligations under the Bankruptcy Code and to successfully reorganize the Debtor’s debts and emerge from the Bankruptcy Case. The Debtor

believes that CCG and its professionals are fully qualified to perform the services necessary to enable the Debtor to fulfill such duties and obligations.

8. Moreover, CCG has substantial experience in offering financial advisory services to small and middle market companies in bankruptcy at a cost-effective hourly rate. Thus, CCG is knowledgeable about the services to be provided to the Debtor in the Bankruptcy Case and is familiar with the potential operational, financial, and legal issues that may arise in the context of this Bankruptcy Case. Accordingly, CCG can economically and efficiently provide the Debtor with the necessary financial services it needs to formulate and effectuate the Plan and confirmation strategy.

9. CCG maintains offices at: 6101 Long Prairie Road, Suite 744 MB 17, Flower Mound, Texas 75028, Telephone: (972) 809-6393. Jeffrey A. Worley, CPA, the managing member of CCG, is the professional who will perform and oversee the services for which CCG is being retained by the Debtor in this Bankruptcy Case.

**B. SERVICES TO BE RENDERED**

10. CCG's services as the Debtor's financial advisor will include, but will not be limited to, the following:

- a. Coordinating and Negotiating with its Refinance Lenders, Current Lenders, Creditors or counsel of Creditors for the Debtor;
- b. Chief Restructuring Officer services, as may be required, that may include but are not limited to;
  - i. Preparation of projections and assistance in structuring a Plan of Reorganization;
  - ii. Preparation of Schedules and MORs, if necessary;
  - iii. Providing Expert Testimony, if necessary; and
  - iv. Other financial and accounting consulting services, that may be required.

11. Subject to this Court's approval of the Application, CCG is willing to serve as the Debtor's financial advisor in the Bankruptcy Case and to perform the services described above.

**C. COMPENSATION AND REIMBURSEMENT**

12. CCG has agreed to perform such services on an hourly fee basis at its customary hourly rate of \$250.00 - \$300.00 per hour for Partners for cases of similar size and complexity as this Bankruptcy Case. CCG has also agreed to provide the services including accounting, financial projections with other accounting professionals with hourly rates ranging from \$75.00 - \$175.00 per hour. An affiliate of the Debtor has agreed to advance a \$10,000.00 retainer for CCG's services, subject to Court approval and further order of the Court, with such advance to be paid from cash collateral. All fees are further defined in the Engagement Letter agreed to by the Debtor, attached as Exhibit A.

13. Jeffrey A. Worley, who will be acting as the financial advisor and Partner in Charge with CCG in performing the services for the Debtor in this Bankruptcy Case, is a Certified Public Accountant, specializing in providing financial advisory services to distressed companies and companies in bankruptcy. Mr. Worley has more than twenty-five (25) years of experience in the restructuring industry.

14. Subject to this Court's approval, the Debtor has also agreed to the reimbursement of CCG for all reasonable out-of-pocket expenses incurred by CCG while performing its services for the Debtor. These expenses include, but are not limited to, costs for travel, computerized research (including Pacer), UCC searches, postage, filing fees, and other fees related to the performance of the services as a financial advisor. CCG will charge for all actual and necessary expenses in a manner and at rates consistent with charges made generally to CCG's other clients and consistent with the applicable Local Rules of the Court.

**D. DISINTERESTEDNESS OF PROFESSIONALS**

15. To the best of CCG's knowledge, except as otherwise set forth in the Declaration, the professionals with CCG: (i) do not have any material connection with the Debtor, its creditors, or any other party-in-interest or their respective attorneys and professionals; (ii) do not have any material connection with the U.S. Trustee; (iii) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code; and (iv) do not hold or represent any interest materially adverse to the Debtor's Estate.

16. CCG has no agreement to share compensation with any other entity, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

**E. PRIOR PAYMENTS AND RETAINER**

17. To date, CCG has not provided services or received a retainer from the Debtor.

**IV. AUTHORITIES**

18. Pursuant to section 327 of the Bankruptcy Code, the Debtor, "with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons . . . ." Except as provided in the attached Declaration, CCG is disinterested for purposes of this representation. CCG is not a creditor, equity interest holder, insider, director, officer, or employee of the Debtor and does not hold an interest materially adverse to the Debtor's Estate. Therefore, CCG is disinterested for purposes of this proposed representation, and the Debtor should be permitted to retain CCG to assist the Debtor in carrying out its duties in accordance with the Bankruptcy Code.

**V. PRAYER**

WHEREFORE, PREMISES CONSIDERED, the Debtor respectfully requests that the Court enter an order: (i) authorizing its employment of CCG as the financial advisor for the Debtor as of the date of the Petition Date on the terms and conditions set forth herein and in the Employment Agreement; and (ii) providing the Debtor all such other and further relief as to which it may show itself to be justly entitled.

RESPECTFULLY SUBMITTED this 16<sup>th</sup> day of September 2020.

**WC 4TH AND COLORADO, LP.**

By: /s/ Nate Paul  
Name: Nate Paul  
Title: President of the General Partner  
WC 4th and Colorado GP, LLC

**FISHMAN JACKSON RONQUILLO PLLC**

/s/ Mark H. Ralston  
Mark H. Ralston  
State Bar No. 16489460  
Fishman Jackson Ronquillo PLLC  
Three Galleria Tower  
13155 Noel Road, Suite 700  
Dallas, TX 75240  
Telephone: (972) 419-5544  
Facsimile: (972) 4419-5500  
E-mail: [mrals@fjrpllc.com](mailto:mrals@fjrpllc.com)

**PROPOSED COUNSEL FOR THE  
DEBTOR**

**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that, on the 16<sup>th</sup> day of September 2020, he caused copies of the foregoing Application and its exhibits to be served on all parties receiving electronic notice via the Court's CM/ECF system and by U.S. first-class mail, postage prepaid, on all parties listed on the attached service list and on the following party:

Columbia Consulting Group, PLLC  
Attention: Jeffrey A. Worley  
6101 Long Prairie Road Suite 744, MB 17  
Flower Mound, Texas 75028

By: /s/ Mark H. Ralston

Internal Revenue Service  
Centralized Insolvency Office  
P. O. Box 7346  
Philadelphia, PA 19101-7346

WC 4<sup>th</sup> and Colorado, LP  
c/o Brian Elliot  
814 Lavaca Street  
Austin, TX 78701

Third Colorado Street, LLC  
500 W 2nd Street, Suite 1900  
Austin, Texas 78701

Kone Elevators  
PO Box 894156  
Los Angeles, CA 90189-4156

KONE, Inc.  
5101 E St. Elmo #315  
Austin, TX 78744

Heads up Cleaning Services  
PO Box 293  
Lockhart, TX 78644

Will's All Pro Plumbing and Air  
7847 Fortune Drive  
San Antonio, TX 78250

Clarke Kent Plumbing, Inc  
1408 W. Ben White Blvd.  
Austin, TX 78704

Vanguard Fire Systems, LP  
2340 Patterson Industrial Dr  
Pflugerville, TX 78660

Inoca Holdco II LLC  
FCS Fox Commercial Services, LLC  
PO Box 19047  
Austin, TX 78760



Facility Solutions Group, Inc.  
PO Box 896808  
Charlotte, NC 28289-6508

ABC Home and Commercial Services  
9475 E Highway 290  
Austin, TX 78724-2303

Arnold & Placek, P.C.  
203 E. Main Street, Suite 201  
Round Rock, TX 78664

LPZ Electric LLC  
1533 N Interstate 35, Suite #6  
Pflugerville, TX 78660

Beckett Electrical Services, LLC  
PO Box 81381  
Austin, TX 78708

The Lost Lei/DW Hospitality, LLC  
2918 Bellamy Circle  
Cedar Park, TX 78613

JAC Entertainment, LLC  
8114 B Baywood  
Austin, TX 78759

Parkerjazz, LLC  
10504 Pinehurst Drive  
Austin, TX 78747

Rare Hospitality of Texas LP  
Capital Grille #8053  
PO Box 695012  
1000 Darden Center Drive  
Orlando, FL 32837

RA Sushi Austin Corp  
c/o Mr. Sojan Easow  
5201 Tennyson Pkwy, Ste 200  
Plano, TX 75024

Jason G. Cohen  
Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, TX 77002

William A. Wood III  
Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, TX 77002

Christopher L. Dodson  
Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, TX 77002

Sangreal Investments, LLC  
c/o Andy Geller, Western Peak Investment Advisors,  
3502 Sacred Moon Cove  
Austin, TX 78746

Independence Holdings I, LLC  
3909 Balcones Dr  
Austin, TX 78731

***Columbia Consulting Group, PLLC  
6101 Long Prairie Road, Suite 744 MB 17  
Flower Mound, Texas 75028***

**August 12, 2020**

WC 4<sup>th</sup> and Colorado, LP  
c/o WC 4<sup>th</sup> and Colorado GP, LLC  
814 Lavaca St.  
Austin, TX 78701

Re: Engagement Agreement (herein so called) between Columbia Consulting Group, PLLC (“Columbia”) and WC 4<sup>th</sup> and Colorado, LP (“Colorado Partnership”).

Dear Nate:

You have requested Columbia, and Columbia has agreed to provide a proposal for Bankruptcy Financial Advisory consulting services, for the benefit of, as further outlined and below.

**Background**

Colorado Partnership has filed for bankruptcy (Chapter 11) protection and intends to file a plan of reorganization. Colorado Partnership is in need of some of the following services as elected by WC 4<sup>th</sup> and Colorado GP, LLC (“Colorado General Partner”), and Columbia is willing to provide at your direction, the services listed below:

- (i) Coordinating and Negotiating with its Refinance Lenders, Current Lenders, Creditors or counsel of Creditors for Colorado Partnership;
- (ii) Chief Restructuring Officer services, as may be requested;
- (iii) Preparation of projections and assistance in structuring a Plan of Reorganization,
- (iv) Preparation of Schedules and MORs, if necessary,
- (v) Providing Expert Testimony, if necessary
- (vi) Other financial and accounting consulting services, that may be required.

**Timing & Fees**

Columbia can begin this engagement immediately and can adjust its work scheduling to accommodate a reasonable time frame for its services and deliverables.

**Columbia’s rates for services provided are as follows:**

- Hourly Rate work –
  - Jeffrey A. Worley, principal (“Worley”) and or other partners with Columbia, standard hourly rate of \$300.00, through year end 2020. Worley will be the primary point of contact for the Colorado General Partner and will provide staff to accommodate the efficient completion of Services.
  - Partner Level work to assist Plan Structure, Case Management and other services as needed. \$250.00-\$275.00 per hour
  - Controller and Accounting support for MORs and projections \$75.00 - \$175.00 per hour

- Reasonable, direct, out of pocket expenses incurred by Columbia on this engagement, including Pacer charges and travel if Worley is required, by you, to attend hearings or meetings.

### **Retainer / Cash Collateral Budget**

A retainer of \$10,000.00 will be due and payable upon the execution of this agreement to be applied against Hourly Rate work referred to above, and included in the cash collateral budget for monthly payments for services, if applicable.

### **Bankruptcy**

Both parties acknowledge that this Agreement will be subject to Court approval including any compensation arising out of this Agreement. Debtor's counsel will file all Employment and monthly Fee Applications on behalf of Columbia. This Agreement will be co-terminous with the Chapter 11 proceeding. Both parties agree that if a dispute arises, the venue for the dispute resolution and governance of this Agreement shall be US Bankruptcy Court, Western District of Texas.

### **Confidentiality**

Columbia agrees to keep all information given to review, information compiled and workpapers created during this engagement as confidential in nature.

### **Other Notices & Provisions**

Columbia will be relying on certain financial statements, schedules, tax returns and other financial information to complete its services. The timing, condition and accuracy of this information will be relied upon by Columbia to complete this engagement. You acknowledge that it was advised by Columbia that (i) Columbia's services are advisory in nature, and (ii) Columbia makes no claims or guarantees about the outcome of its services.

The Colorado Partnership agrees to indemnify and hold harmless Columbia (including any employees or affiliated persons) from and against all claims, liabilities, losses and damages arising out of our services performed upon the Client's behalf except to the extent caused by negligence or misconduct by us. Further, the Client agrees to reimburse Columbia for any legal or other expenses reasonably incurred by us in connection with the defense of such claims; provided, however, that they shall be excluded from such indemnification and reimbursement of any such loss, damage, liability, claim or expense which arises out of or is based upon any action or failure to act by Columbia pursuant to this agreement or which constitutes negligence. Such indemnification shall survive the completion of the engagement.

Please acknowledge agreement to the foregoing terms and conditions by signing below and returning same to my attention. This Engagement Agreement shall expire unless accepted within 10 days of date of this Agreement.

Best wishes,

*/s/ Jeffrey A. Worley*

Jeffrey A. Worley  
Chief Financial Officer

I have read, understand and agree to all of the above terms and conditions stated in this Agreement.

**WC 4<sup>th</sup> and Colorado, LP**



By: Nate Paul

Date: August 13, 2020

**EXHIBIT “B”**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS

In re:	§	
	§	
	§	Case No. 20-10881-tmd
WC 4th and Colorado, LP.	§	
	§	
	§	(Chapter 11)
Debtor.	§	
	§	

**DECLARATION OF JEFFREY A. WORLEY, CPA**

I, Jeffrey A. Worley, hereby declare the following and hereby certify, under penalty of perjury pursuant to the laws of the United States and the State of Texas, that it is true and correct to the best of my knowledge and belief:

1. “My name is Jeffrey A. Worley. I am over the age of 18 years and am competent and otherwise qualified to make this Declaration. I have personal knowledge of the matters stated herein, and they are all true and correct to the best of my knowledge.

2. I am executing this Declaration in support of the *Debtor’s Application for Approval of Employment of Columbia Consulting Group, PLLC as the Financial Advisor to the Debtor-in-Possession* (the “Application”)<sup>1</sup> filed by WC 4<sup>th</sup> and Colorado, LP. (the “Debtor”), the debtor and debtor-in-possession in the above-styled and numbered bankruptcy case (the “Bankruptcy Case”). Pursuant to the Application and the Employment Agreement, a true and correct copy of which is attached to the Application as Exhibit “A”, the Debtor seeks authority to employ Columbia Consulting Group, PLLC (“CCG”) as its financial advisor. I have read the Application and believe all of the matters asserted therein to be true and correct to the best of my knowledge and ability.

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<sup>1</sup> Any undefined capitalized term in this Declaration shall have the same meaning ascribed to it as in the Application.

3. My office address is 6101 Long Prairie Road, Suite 744 MB 17, Flower Mound, Texas 75028, Telephone: (972) 809-6393.

### **QUALIFICATIONS OF CCG**

4. CCG has substantial experience in offering financial services and advice to small and middle market companies in Chapter 11 bankruptcy at cost-effective hourly rates. CCG is knowledgeable about the services to be provided to the Debtor in the Bankruptcy Case, and is familiar with the potential financial and legal issues that may arise in the context of this Bankruptcy Case, and can economically and efficiently provide the Debtor with the necessary financial services in order for the Debtor to formulate and effectuate the Debtor's plan and confirmation strategy and, ultimately, successfully emerge from Chapter 11.

5. The Debtor and CCG have designated me, the managing member of CCG, as the professional with CCG to perform the services and be the Partner in Charge of CCG professionals for the Debtor pursuant to which CCG is being retained. I am a Certified Public Accountant who specializes in providing financial advisory services to financially distressed companies and companies in bankruptcy. I have more than twenty-five (25) years of experience in the restructuring industry.

### **B. SERVICES TO BE RENDERED**

6. CCG's services as the Debtor's financial advisor will include, but will not be limited to, the following:

- a. Coordinating and Negotiating with its Refinance Lenders, Current Lenders, Creditors or counsel of Creditors for the Debtor;
- b. Chief Restructuring Officer services, as may be required, that may include but are not limited to;
  - i. Preparation of projections and assistance in structuring a Plan of

Reorganization;

- ii. Preparation of Schedules and MORs, if necessary;
- iii. Providing Expert Testimony, if necessary; and
- iv. Other financial and accounting consulting services, that may be required.

7. Subject to this Court's approval of the Application, CCG is willing to serve as the Debtor's financial advisor in the Bankruptcy Case and to perform the services described above.

### **COMPENSATION AND REIMBURSEMENT**

8. CCG has agreed to perform such services on an hourly fee basis at its customary hourly rates of \$250.00 - \$300.00 for cases of similar size and complexity as this Bankruptcy Case. CCG has also agreed, if requested, to provide accounting and financial projections that will be completed by staff at hourly rates of \$75.00 - \$175.00. Debtor has also agreed to provide a retainer to CCG in the amount of \$10,000.00 if approved by the Court.

9. Subject to this Court's approval, the Debtor has also agreed to the reimbursement of CCG for all reasonable out-of-pocket expenses incurred by CCG while performing its services for the Debtor. These expenses include, but are not limited to, costs for photocopying, travel, business meals, computerized research, including Pacer, UCC searches, couriers, postage, filing fees, and other fees related to the performance of their services as financial adviser. CCG will charge for all actual and necessary expenses in a manner and at rates consistent with charges made generally to CCG's other clients and consistent with the applicable Local Rules of the Court.

10. CCG has no agreement to share compensation with any other entity, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

### **PRIOR PAYMENTS AND RETAINER**

11. CCG has received no payments from Debtor to date. An affiliate of the Debtor has agreed to advance a \$10,000.00 retainer for CCG's services, subject to Court approval and further



order of the Court, with such advance to be treated as an equity contribution to the Debtor. All fees are further defined in the Employment Agreement.

### **DISINTERESTEDNESS OF PROFESSIONALS**

12. To the best of my knowledge, except as otherwise set forth herein, the professionals with CCG: (i) do not have any material connection with the Debtor, its creditors, or any other party-in-interest or their respective attorneys, accountants, or other professionals; (ii) do not have any material connection with the U.S. Trustee; (iii) are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code; and (iv) do not hold or represent any material interest adverse to the Debtor’s Estate.

13. In preparing this Declaration, CCG has utilized procedures for ensuring compliance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure regarding the retention of professionals. To determine disinterestedness, CCG conducted a search of its records, which includes records as to both active and inactive client matters, to determine the existence of any potentially adverse parties. The procedures outlined above demonstrated that CCG is not and has not been engaged as a professional on any matter that I believe would disqualify CCG from acting as a financial advisor for the Debtor, and it is my belief that CCG does not have an interest materially adverse to the interests of the Debtor and its Estate.

14. Similarly, I have reviewed, or caused to be reviewed, the records of this Bankruptcy Case to determine whether CCG has any connections with any of the parties-in-interest in the Bankruptcy Case, or any of their known attorneys, accountants, or professionals. I do not believe CCG has any such connections except for what has been disclosed herein.

15. Due to the diversity of CCG’s practice, CCG may have rendered or may now be rendering services to certain other creditors of the Debtor or other interested parties or may have

been or may now be involved in projects as to which professionals for certain creditors or other interested parties were or are now involved, all unrelated to the Debtor and the Bankruptcy Case. Based upon the results of the conflict procedures performed by CCG and myself, as described above, none of these matters are related to the Bankruptcy Case and none of them, to the best of my knowledge, constitute an interest materially adverse to the Debtor or its Estate.

16. As part of their practice, professionals at CCG regularly represent clients in proceedings and transactions involving many different advisors, attorneys, accountants, and consultants, some of which now or may in the future represent creditors and parties-in-interest in the Bankruptcy Case. CCG does not represent any such entities in the Bankruptcy Case, nor does it have any relationship with any such entities that would be materially adverse to the Debtor or its Estate in the Bankruptcy Case. CCG is however, applying to hold a similar position of Financial Advisor in affiliate cases of the Debtor.

17. Based on the foregoing and except as otherwise provided in this Declaration, I believe CCG to be disinterested for purposes of section 101(14) of the Bankruptcy Code. To the extent that CCG discovers any facts bearing upon the matters described herein or its representations of the Debtor during the period of its employment by the Debtor in connection with the Bankruptcy Case, CCG will promptly supplement the information contained in this Declaration to disclose such information.

18. Accordingly, to the best of my knowledge, CCG is qualified to serve as the accountant and financial advisor for the Debtor in the Bankruptcy Case.

DECLARED under penalty of perjury this 15<sup>th</sup> day of September 2020.

By: \_\_\_\_\_  
Jeffrey A. Worley, CPA

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

<b>In re:</b>  <b>WC 4<sup>th</sup> and COLORADO, LP,</b>  <b>Debtor.</b>	<b>§ § § § §</b>	<b>Case No. 20-10881-tmd  Chapter 11</b>
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**ORDER GRANTING DEBTOR’S APPLICATION FOR AUTHORITY  
TO ENGAGE COLUMBIA CONSULTING GROUP, PLLC AS  
ITS FINANCIAL ADVISOR**

ON this day came on for consideration the *Debtor’s Application for Approval of Employment of Columbia Consulting Group, PLLC as the Financial Advisor for the Debtor-in-Possession* (the “**Application**”) filed on September 15, 2020, by Debtor WC 4<sup>th</sup> and Colorado, LP (the “**Debtor**”), by which the Debtor seeks approval of the Court to allow it to engage Columbia Consulting Group, PLLC (“**CCG**”), as its financial advisor in this case, as more particularly set forth in the Application and Declaration on file in this matter.<sup>1</sup>

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<sup>1</sup> All capitalized terms not otherwise defined shall have the same meaning as defined in the Application.

The Application was either set for hearing or served pursuant to Local Bankruptcy Rule 9013(d), and no objections have been timely filed that have not been withdrawn or resolved by agreement or ruling of the Court. As set forth in the *Declaration of Jeffrey A. Worley, CPA* filed with the Application, CCG represents to this Court that it holds or represents no interest adverse to the Debtor or its estate, that it is disinterested, and that its employment is in the best interest of the Debtor's estate. It is therefore

ORDERED, that the Debtor is authorized to employ CCG effective as of August 12, 2020, as its general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), with all fees payable subject to interim and/or final application to and approval of this Court; and it is further

ORDERED that Debtor may remit the retainer payment of \$10,000.00 described in the Application from cash collateral; and it is further

ORDERED that CCG shall comply in all respects with L. Rule. 2016.

### END OF ORDER ###